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Attorneys for Defendant  
Wal-Mart Associates, Inc.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MERCEDES HOWARD, an individual,  
Plaintiff,

vs.

WAL-MART ASSOCIATES, INC., a  
Delaware corporation; and DOES 1-50,  
inclusive,

Defendants.

Case No.: 5:25-cv-00814-KK-SHK

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

Complaint Filed: January 27, 2025  
Removed: March 31, 2025

The parties have agreed to and have submitted to the Court, and for good cause shown the Court hereby enters, the following Confidentiality Order:

**PURPOSES AND LIMITATIONS**

1. This Order shall govern the disclosure of materials designated as Confidential Material in this litigation. Confidential Material, as used in this Order, shall refer to any document or item designated as Confidential or Highly Confidential – Attorneys' Eyes Only, including but not limited to, documents or items produced during discovery, all copies thereof, and the information contained in such material. Nothing in this Order shall require any party to produce any specific documents or category of documents which a party deems inappropriate for production.

1 2. Discovery in this action is likely to involve production of confidential,  
2 proprietary, or private information for which special protection from public disclosure  
3 and from use for any purpose other than prosecuting this litigation may be warranted.  
4 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
5 Stipulated Protective Order. The parties acknowledge that this Order does not confer  
6 blanket protections on all disclosures or responses to discovery and that the protection  
7 it affords from public disclosure and use extends only to the limited information or  
8 items that are entitled to confidential treatment under the applicable legal principles.  
9 The parties further acknowledge, as set forth below, that this Stipulated Protective  
10 Order does not entitle them to file confidential information under seal; Civil Local Rule  
11 79-5 sets forth the procedures that must be followed and the standards that will be  
12 applied when a party seeks permission from the court to file material under seal.

13 **GOOD CAUSE STATEMENT**

14 3. This action is likely to involve trade secrets and other valuable research,  
15 development, commercial, financial, technical and/or proprietary information for  
16 which special protection from public disclosure and from use for any purpose other  
17 than prosecution of this action is warranted. Such confidential and proprietary materials  
18 and information consist of, among other things, confidential business or financial  
19 information, information regarding confidential business practices, or other  
20 confidential research, development, or commercial information (including information  
21 implicating privacy rights of third parties), information otherwise generally unavailable  
22 to the public, or which may be privileged or otherwise protected from disclosure under  
23 state or federal statutes, court rules, case decisions, or common law. Accordingly, to  
24 expedite the flow of information, to facilitate the prompt resolution of disputes over  
25 confidentiality of discovery materials, to adequately protect information the parties are  
26 entitled to keep confidential, to ensure that the parties are permitted reasonable  
27 necessary uses of such material in preparation for and in the conduct of trial, to address  
28 their handling at the end of the litigation, and serve the ends of justice, a protective

1 order for such information is justified in this matter. It is the intent of the parties that  
2 information will not be designated as confidential for tactical reasons and that nothing  
3 be so designated without a good faith belief that it has been maintained in a  
4 confidential, non-public manner, and there is good cause why it should not be part of  
5 the public record of this case.

6 **DEFINITIONS OF CONFIDENTIAL MATERIAL**

7 4.1 **Action**: The lawsuit removed to the Central District Court of California  
8 entitled *MERCEDES HOWARD, an individual vs. WAL-MART ASSOCIATES, INC.,*  
9 *a Delaware Corporation; and DOES 1-50, inclusive.*

10 4.2 **Challenging Party**: a Party or Non-Party that challenges the designation of  
11 information or items under this Order.

12 4.3 **“CONFIDENTIAL” Information or Items**: Confidential Material, as used in  
13 this Order, consists of the following materials and categories of materials:

- 14 a. Materials relating to any privileged, confidential, or nonpublic information,  
15 including, but not limited to, trade secrets, research, design, development,  
16 financial, technical, marketing, planning, personal, or commercial  
17 information, as such terms are used in the Federal Rules of Civil Procedure  
18 (Fed. R. Civ.) and any applicable case law interpreting Fed. R. Civ.  
19 26(c)(1)(G); contracts; non-public compilations of retail prices; proprietary  
20 information; vendor agreements; personnel files; claim/litigation  
21 information; and nonpublic policies and procedures shall be deemed  
22 Confidential.
- 23 b. Materials containing corporate trade secrets, nonpublic research and  
24 development data, including, but not limited to, cost data, pricing formulas,  
25 inventory management programs, and other sales or business information not  
26 known to the public; information obtained from a non-party pursuant to a  
27 non-disclosure agreement; and customer-related Protected Data shall be  
28 deemed Highly Confidential – Attorneys’ Eyes Only.

c. Protected Data shall refer to any information that a party believes in good faith to be subject to federal, state or foreign data protection laws or other privacy obligations. Examples of such data protection laws include but are not limited to The Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial information); and, The Health Insurance Portability and Accountability Act and the regulations thereunder, 45 CFR Part 160 and Subparts A and E of Part 164 (medical information). Certain Protected Data may compel alternative or additional protections beyond those afforded Highly Confidential – Attorneys’ Eyes Only material, in which event the parties shall meet and confer in good faith, and, if unsuccessful, shall move the Court for appropriate relief.

4.4 **Counsel**: Outside Counsel of Record and House Counsel (as well as their support staff).

4.5 **Designating Party**: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

4.6 **Disclosure or Discovery Material**: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

4.7 **Expert**: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

4.8 **House Counsel**: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1 4.9 **Non-Party**: any natural person, partnership, corporation, association, or other  
2 legal entity not named as a Party to this action.

3 4.10 **Outside Counsel of Record**: attorneys who are not employees of a party to this  
4 Action but are retained to represent or advise a party to this Action and have appeared  
5 in this Action on behalf of that party or are affiliated with a law firm which has appeared  
6 on behalf of that party, and includes support staff.

7 4.11 **Party**: any party to this Action, including all of its officers, directors, employees,  
8 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

9 4.12 **Producing Party**: a Party or Non-Party that produces Disclosure or Discovery  
10 Material in this Action.

11 4.13 **Professional Vendors**: persons or entities that provide litigation support  
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15 4.14 **Protected Material**: any Disclosure or Discovery Material that is designated as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
17 ONLY,”

18 4.15 **Receiving Party**: a Party that receives Disclosure or Discovery Material from a  
19 Producing Party.

20 **SCOPE**

21 5. The protections conferred by this Stipulation and Order cover not only Protected  
22 Material (as defined above), but also (1) any information copied or extracted from  
23 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
24 Material; and (3) any testimony, conversations, or presentations by Parties or their  
25 Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the trial  
27 judge. This Order does not govern the use of Protected Material at trial.

28 **DURATION**

1 6. Even after final disposition of this litigation, the confidentiality obligations  
2 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
3 in writing or a court order otherwise directs. Final disposition shall be deemed to be  
4 the later of (1) dismissal of all claims and defenses in this Action, with or without  
5 prejudice; and (2) final judgment herein after the completion and exhaustion of  
6 all appeals, rehearings, remands, trials, or reviews of this Action, including the time  
7 limits for filing any motions or applications for extension of time pursuant to  
8 applicable law.

9 **DESIGNATING PROTECTED MATERIAL**

10 7. The parties shall not designate as confidential information that is already public  
11 knowledge. The parties agree that such Confidential Material as described above  
12 should be given the protection of an order of this Court to prevent injury through  
13 disclosure to persons other than those persons involved in the prosecution or defense  
14 of this litigation.

15 7.1 **Exercise of Restraint and Care in Designating Material for Protection.**

16 Each Party or Non-Party that designates information or items for protection under this  
17 Order must take care to limit any such designation to specific material that qualifies  
18 under the appropriate standards. The Designating Party must designate for protection  
19 only those parts of material, documents, items, or oral or written communications that  
20 qualify so that other portions of the material, documents, items, or communications for  
21 which protection is not warranted are not swept unjustifiably within the ambit of this  
22 Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper purpose  
25 (e.g., to unnecessarily encumber the case development process or to impose  
26 unnecessary expenses and burdens on other parties) may expose the Designating Party  
27 to sanctions.  
28

1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 7.2 Manner and Timing of Designations. Except as otherwise provided in this  
5 Stipulated Protective Order (see, e.g., second paragraph of section 7.2(a) below), or as  
6 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
7 protection under this Stipulated Protective Order must be clearly so designated before  
8 the material is disclosed or produced.

9 Designation in conformity with this Stipulated Protective Order requires:

10 (a) for information in documentary form (e.g., paper or electronic documents,  
11 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
12 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY  
13 CONFIDENTIAL – ATTORNEYS' EYES ONLY," to each page that contains  
14 protected material. If only a portion or portions of the material on a page qualifies for  
15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
16 by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and before  
20 the designation, all of the material made available for inspection shall be deemed  
21 CONFIDENTIAL. After the inspecting Party has identified the documents it wants  
22 copied and produced, the Producing Party must determine which documents, or  
23 portions thereof, qualify for protection under this Stipulated Protective Order. Then,  
24 before producing the specified documents, the Producing Party must affix the  
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
26 ONLY," legend to each page that contains Protected Material. If only a portion or  
27 portions of the material on a page qualifies for protection, the Producing Party also  
28



1 must clearly identify the protected portion(s) (e.g., by making appropriate markings in  
2 the margins).

3 (b) for testimony given in depositions that the Designating Party identify the  
4 Disclosure or Discovery Material on the record, before the close of the deposition all  
5 protected testimony. (c) for information produced in some form other than  
6 documentary and for any other tangible items, that the Producing Party affix in a  
7 prominent place on the exterior of the container or containers in which the information  
8 is stored the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
9 EYES ONLY,” legend. If only a portion or portions of the information warrants  
10 protection, the Producing Party, to the extent practicable, shall identify the protected  
11 portion(s).

12 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
13 designate qualified information or items does not, standing alone, waive the  
14 Designating Party’s right to secure protection under this Order for such material. Upon  
15 timely correction of a designation, the Receiving Party must make reasonable efforts  
16 to assure that the material is treated in accordance with the provisions of this Stipulated  
17 Protective Order.

18 **CLAWBACK PROVISIONS**

19 8. The production of privileged or work-product protected documents,  
20 electronically stored information (ESI) or information, whether inadvertent or  
21 otherwise, is not a waiver of the privilege or protection from discovery in this case or  
22 in any other federal or state proceeding.

23 8.1 This Order shall be interpreted to provide the maximum protection  
24 allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and  
25 granted full faith and credit in all other state and federal proceedings by 28 U.S. Code  
26 § 1738. In the event of any subsequent conflict of law, the law that is most protective  
27 of privilege and work product shall apply.  
28



1 8.2 Nothing contained herein is intended to or shall serve to limit a party's  
2 right to conduct a review of documents, ESI or information (including metadata) for  
3 relevance, responsiveness and/or segregation of privileged and/or protected  
4 information before production.

5 8.3 If the receiving party has reason to believe that a produced document or  
6 other information may reasonably be subject to a claim of privilege, then the receiving  
7 party shall immediately sequester the document or information, cease using the  
8 document or information and cease using any work product containing the information,  
9 and shall inform the producing party of the beginning BATES number of the document  
10 or, if no BATES number is available, shall otherwise inform the producing party of the  
11 information.

12 8.4 A producing party must give written notice to any receiving party  
13 asserting a claim of privilege, work-product protection, or other ground for reclaiming  
14 documents or information (a "clawback request"). After a clawback request is received,  
15 the receiving party shall immediately sequester the document (if not already  
16 sequestered) and shall not review or use that document, or any work product containing  
17 information taken from that document, for any purpose. The parties shall meet and  
18 confer regarding any clawback request.

19 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 9.1 Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the court's Scheduling  
22 Order.

23 9.2 Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1 et seq.

25 9.3 The burden of persuasion in any such challenge proceeding shall be on the  
26 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
27 to harass or impose unnecessary expenses and burdens on other parties) may expose  
28 the Challenging Party to sanctions. Unless the Designating Party has waived or

1 withdrawn the confidentiality designation, all parties shall continue to afford the  
2 material in question the level of protection to which it is entitled under the Producing  
3 Party's designation until the court rules on the challenge.

4 **ACCESS TO AND USE OF PROTECTED MATERIAL**

5 10. A Receiving Party may use Protected Material that is disclosed or produced by  
6 another Party or by a Non-Party in connection with this Action only for prosecuting,  
7 defending, or attempting to settle this Action. Such Protected Material may be  
8 disclosed only to the categories of persons and under the conditions described in this  
9 Order. When the Action reaches a Final Disposition, a Receiving Party must comply  
10 with the provisions of section 13 below.

11 Protected Material must be stored and maintained by a Receiving Party at a  
12 location and in a secure manner that ensures that access is limited to the persons  
13 authorized under this Stipulated Protective Order. The Parties agree to provide  
14 adequate security to protect data produced by the other party(ies) or by non-parties.  
15 This includes secure data storage systems, established security policies, and security  
16 training for employees, contractors and experts. Adequate security also includes such  
17 measures as data encryption in transit, data encryption at rest, data access controls, and  
18 physical security, whether hosted/outsourced to a vendor or on premises. At a  
19 minimum, any receiving party subject to the terms of this Confidentiality Order, will  
20 provide reasonable measures to protect non-client data consistent with the American  
21 Bar Association Standing Committee on Ethics and Professional Responsibility,  
22 Formal Opinion 477R.

23 **10.1 Disclosure of "CONFIDENTIAL" information or items.** Unless otherwise  
24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
25 may disclose any information or item designated "CONFIDENTIAL" only:

26 (a) to the Receiving Party's Outside Counsel of Record in this Action, as well as  
27 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
28 disclose the information for this Action;

1 (b) to the officers, directors, and employees (including House Counsel) of the  
2 Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) to Experts (as defined in this Order) of the Receiving Party to whom  
4 disclosure is reasonably necessary for this Action and who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) to the court and its personnel;

7 (e) to court reporters and their staff;

8 (f) to professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) to the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, to witnesses, and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary, provided: (1) the deposing party  
15 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
16 (Exhibit A); and (2) the witness will not be permitted to keep any confidential  
17 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
18 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.  
19 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
20 Protected Material may be separately bound by the court reporter and may not be  
21 disclosed to anyone except as permitted under this Stipulated Protective Order; and

22 (i) to any mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement discussions

24 10.2 Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES  
25 ONLY” information or items. Unless otherwise ordered by the court or permitted in  
26 writing by the Designating Party, a Receiving Party may disclose any information or  
27 item designated “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” to the  
28 Court, its staff, in-house and outside counsel of record for each party, the secretarial,

1 clerical, and paralegal staff of each, and consulting and testifying experts retained by a  
2 party in this action.

3 **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
4 **IN OTHER LITIGATION**

5 11. If a Party is served with a subpoena or a court order issued in other litigation that  
6 compels disclosure of any information or items designated in this Action as  
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
8 ONLY,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall  
10 include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to  
12 issue in the other litigation that some or all of the material covered by the subpoena or  
13 order is subject to this Protective Order. Such notification shall include a copy of this  
14 Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
16 the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with  
18 the subpoena or court order shall not produce any information designated in this action  
19 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY,” before a determination by the court from which the subpoena or order issued,  
21 unless the Party has obtained the Designating Party’s permission. The Designating  
22 Party shall bear the burden and expense of seeking protection in that court of its  
23 confidential material and nothing in these provisions should be construed as  
24 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
25 directive from another court.

1        **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
2        **PRODUCED IN THIS LITIGATION**

3        12. The terms of this Stipulated Protective Order are applicable to information  
4        produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
5        information produced by NonParties in connection with this litigation is protected by  
6        the remedies and relief provided by this Order. Nothing in these provisions should be  
7        construed as prohibiting a Non-Party from seeking additional protections.

8        12.1 Notification. In the event that a Party is required, by a valid discovery  
9        request, to produce a Non-Party’s confidential information in its possession, and the  
10       Party is subject to an agreement with the NonParty not to produce the Non-Party’s  
11       confidential information, then the Party shall:

12       (a) promptly notify in writing the Requesting Party and the Non-Party that some  
13       or all of the information requested is subject to a confidentiality agreement with a Non-  
14       Party;

15       (b) make the information requested available for inspection by the Non-Party, if  
16       requested.

17       12.2 Conditions of Production. If the Non-Party fails to seek a protective order  
18       from this court within 14 days of receiving the notice and accompanying information,  
19       the Receiving Party may produce the Non-Party’s confidential information responsive  
20       to the discovery request. If the Non-Party timely seeks a protective order, the Receiving  
21       Party shall not produce any information in its possession or control that is subject to  
22       the confidentiality agreement with the Non-Party before a determination by the court.  
23       Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
24       of seeking protection in this court of its Protected Material.

25       **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
26       **PROTECTED MATERIAL**

27       13. When a Producing Party gives notice to Receiving Parties that certain  
28       inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the  
2 Federal Rules of Civil Procedure. This provision is not intended to modify whatever  
3 procedure may established in an e-discovery order that provides for production without  
4 prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules of  
5 Evidence, insofar as the parties reach an agreement on the effect of disclosure of a  
6 communication or information covered by the attorney-client privilege or work product  
7 protection, the parties may incorporate their agreement in the stipulated protective  
8 order submitted to the court.

9 **MISCELLANEOUS**

10 14.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the  
11 right of any person to seek its modification by the court in the future.

12 14.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated  
13 Protective Order no Party waives any right it otherwise would have to object to  
14 disclosing or producing any information or item on any ground not addressed in this  
15 Stipulate Protective Order. Similarly, no Party waives any right to object on any ground  
16 to use in evidence of any of the material covered by this Stipulated Protective Order.

17 14.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
18 Material must comply with Local Rule 79-5. Protected Material may only be filed  
19 under seal pursuant to a court order authorizing the sealing of the specific Protected  
20 Material at issue. If a Party's request to file Protected Material under seal is denied by  
21 the court, then the Receiving Party may file the information in the public record unless  
22 otherwise instructed by the court.

23 **FINAL DISPOSITION**

24 15. After the Final Disposition of this Action, as defined in paragraph 5,  
25 within 60 days of a written request by the Designating Party, each Receiving Party  
26 must return all Protected Material to the Producing Party or destroy such material. As  
27 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
28 compilations, summaries, and any other format reproducing or capturing any of the

Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in paragraph 5.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

DATED: 4/29/25 BY: /s/ D. Aaron Brock

D. Aaron Brock  
*Counsel for Plaintiff*

DATED: 4/29/25 BY: /s/ Kathryn L. Colgan

Matthew T. Sinnott  
Kathryn Lee Colgan  
Alexander P. Castillo  
*Counsel for Defendant*

IT IS SO ORDERED.

DATED: 05/02/2025

BY:



HON. SHASHI H. KEWALRAMANI  
UNITED STATES MAGISTRATE JUDGE



**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Mercedes Howard v. Wal-Mart Associates, Inc. et al.*, Case No.: \_\_\_\_\_. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_